

LOT 131, THE PLANTATION, SEC. "C", PHASE 2, PLANTATION LAKES, P.U.D. (R-3), LOCATED
IN SEC. 22, T-1-S, R-6-W, DESOTO CO., MS

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00), cash in hand paid and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the undersigned EQUIPRIME, INC. does hereby sell, convey, and assign to GREEN TREE SERVICING, LLC. FKA Conseco Finance Servicing Corp. FKA Green Tree Financial Servicing Corporation their Successors and/or Assigns that certain Deed of Trust executed by JAMES A COOK, JR., A MARRIED PERSON, for the use and benefit of COMMUNITY MORTGAGE CORP., which Deed of Trust is recorded in Book 904 at Page 486 and rerecorded in Book 909 at Page 571, records of the Chancery Clerk of DESOTO County, Mississippi, together with the indebtedness secured thereby.

IN WITNESS WHEREOF, the said EQUIPRIME, INC. caused this conveyance to be executed by Robin D. Bryant, Authorized Agent, Green Tree Servicing, LLC FKA Conseco Finance Servicing Corp. FKA Green Tree Servicing Corporation, its Attorney in Fact, this the 14 day of June, 2004.

*Financial

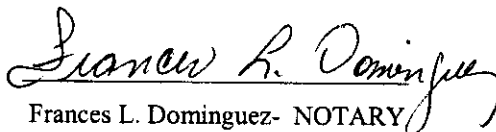
EQUIPRIME, INC.



BY: Robin D. Bryant, Authorized Agent, Green Tree Servicing,
LLC FKA Conseco Finance Servicing Corp. FKA Green Tree
Financial Servicing Corporation, Attorney in Fact for Equiprime, Inc.

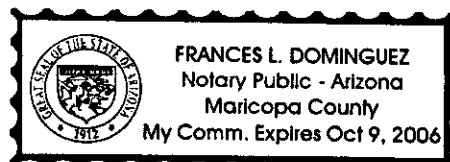
STATE OF ARIZONA
COUNTY OF MARICOPA

This day personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, Robin D. Bryant, Authorized Agent of Green Tree Servicing, LLC FKA Conseco Finance Servicing Corp. FKA Green Tree Financial Servicing Corporation, who acknowledges that (s) he is an Attorney in Fact of EQUIPRIME, INC. and that (s) he executed and delivered the above and foregoing instrument on the day and year therein mentioned, as the act and deed of said corporation, after having first been duly authorized by said corporation, so to do.
GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 14 day of June, 2004.



Frances L. Dominguez- NOTARY

10-09-2006
MY COMMISSION EXPIRES
F02-3270
AD



STATE MS.-DESOTO CO.
FILED

JUN 23 10 38 AM '04

BK 2015 PG 201
FILED CH. CLK.

AUG-15-2001 WED 11:50 AM

May 24 00 05:58a

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P. 13

MAY-15-00 MON 10:40 AM CONSECO

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Section 8.02. Captions. Captions used in this Agreement are for convenient reference only and shall not be construed as limiting or defining the substantial content of this Agreement.

Section 8.10. Notices. Except as otherwise provided in this Agreement, all notices, demands and other communications hereunder shall be in writing and shall be delivered personally or sent by facsimile, other electronic means or nationally recognized overnight courier service addressed to the party to whom such notice or other communication is to be given or made at such party's address as set forth below, or to such other address as such party may designate in writing to the other party from time to time in accordance with the provisions hereof, and shall be deemed given when personally delivered, when sent electronically or one (1) business day after being sent by overnight courier.

To Consco Finance:

Consoco Finance Servicing Corp.
1300 Landmark Towers
343 Saint Peter Street
St. Paul, Minnesota 55102
Attention: Mark Shepherd
Facsimile: 651.265.7317

With copies to:

Conseco Finance Servicing Corp.
1100 Landmark Towers
345 Saint Peter Street
St. Paul, Minnesota 55102
Attention: Brian Corey, Esq.
Facsimile: 651.293.5746

To Seller.

With copies to:

BK2015160203

of, or resulting from (1) any representation or warranty made under this Agreement being untrue or incorrect in any respect, or (2) any failure by Seller to observe or perform any of its obligations, covenants and undertakings as set forth in this Agreement.

Section 5.05. Limitation on Repurchase Obligation. Before demanding that Seller repurchase a Mortgage Loan pursuant to this Section 5, Conseco Finance shall give Seller 30 days in which to resolve any dispute or claim, or cure any breach of representation, warranty or covenant, which is the basis for the repurchase obligation; provided, however, that Conseco Finance may demand immediate repurchase of any Mortgage Loan that is or becomes the subject of a litigation or arbitration proceeding.

Section 5.06. Specific Indemnity Provision. Without limiting the generality of the foregoing, it is specifically understood and agreed that, in the event any claim, demand, counterclaim or defense is made against Conseco Finance or any Mortgage Loan relating to the origination practices of Seller in the paying of "yield spread premiums," "overages" or "servicing release premiums" in violation of the Real Estate Settlement Procedures Act or any other relevant federal, state, or local law or regulation, Seller shall indemnify Conseco Finance and hold it harmless against any losses, damages, penalties, fines, forfeitures, reasonable and necessary legal expenses and related costs, and other costs and expenses arising out of or resulting from such claim, demand, counterclaim or defense.

SECTION 6. POWER OF ATTORNEY AND OTHER DOCUMENTS

Section 6.01. Seller hereby constitutes and appoints Conseco Finance, and any officer, employee, or agent thereof, the true and lawful attorney in fact of the Seller with full power of substitution, in the name and stead of the Seller, but on behalf of and for the benefit of Conseco Finance, to do any and all of the following:

- (a) To endorse the name of the Seller upon all notes, instruments, checks, powers and other forms of exchange received in payment on any of the Mortgage Loans.
- (b) To demand, collect and receive any and all of the Mortgage Loans, to enforce any rights in respect thereof, to give receipts and release for and in respect of the same, and to do all acts necessary to perfect in Conseco Finance's name any liens or security interests in real or personal property held as security for the Mortgage Loans by the Seller.
- (c) To execute any instruments or documents and do all things which are reasonably necessary and advisable to carry into effect the provisions of this Agreement, including the execution of separate endorsements, assignments and powers of attorney.

Seller shall upon the request of Conseco Finance, execute and deliver to Conseco Finance any instruments or documents and do all things which are reasonably necessary and advisable to carry into effect the provisions of this Agreement, including the execution of separate endorsements, assignments and powers of attorney.

SECTION 7. NO WAIVER, SURVIVAL AND ASSIGNMENT

Section 7.01. Survival. All of Seller's representations, warranties and covenants under this Agreement, and the Seller's obligations under the Repurchase Obligation, Premium

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Its: _____

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P. 17

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p. 18

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P. 17/19

H. Multiple Counterparts. This Agreement may be executed in any number of multiple counterparts, each of which counterparts shall be deemed an original, and together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Conesco Finance and Seller have executed this Addendum as of the date first above written.

**CONSECO FINANCE SERVICING
CORP. ("Conseco Finance")**

By: RF [Signature]
Its: S.V.P.

By: Gary V. Kelly
Its: President

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